

MOTOROLA LIMITED WARRANTY FOR THE UNITED STATES CELLULAR SUBSCRIBER RADIOTELEPHONE PRODUCTS

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG:

MOTOROLA INC. (MOTOROLA) warrants the MOTOROLA Cellular Subscriber Radiotelephone products and accessories against defects in material and workmanship under normal use and service for a period of time specified by the product's serial number from the date of installation. (NOTE: Installation, in the case of radiotelephones, accessories or batteries that are not installed in a vehicle, means the date that the product is placed into subscriber service. Installation will be deemed to be no later than thirty (30) days from date of delivery of the Product to you the owner.) The warranty time period is specified by the last digit of the mechanical serial number found on each cellular product. Products sold under this warranty may have either a "P", "Y", "A", "B", "C", or "D" or nothing in the eleventh position of the serial number. If there is no letter or an "A", the product comes with a (1) one year warranty. Products that have a "D" have a (2) two year warranty. Products that have a "Y" or a "B" have a (3) three year warranty, and products that have a "P" or a "C" have a (5) five year warranty commencing from the date of installation. The warranty time period for radiotelephone accessories and batteries is as follows:

Transportable and Carry Phone batteries:	1 year
Portable or Digital Personal Communicator SM (DPC) telephone batteries:	1 year
Carrying cases (excluding leather briefcases):	Defect free at time of shipment
Other radiotelephone accessories:	1 year

MOTOROLA, at its option, will at no charge either repair, replace, or refund the purchase price of the Cellular Subscriber Radiotelephone Product during the warranty period, provided it is returned in accordance with the terms of this warranty to the MOTOROLA Cellular Service Center or distributor's service shop qualified by MOTOROLA. Repair, at MOTOROLA's option, may include the replacement of parts or boards with functionally equivalent reconditioned or new parts or boards. Replaced parts, accessories, batteries, or boards are warranted for the balance of the original time period. All replaced accessories, batteries, parts and cellular telephone equipment shall become the property of MOTOROLA.

II. WARRANTY CONDITIONS:

This express limited warranty is extended by MOTOROLA to the original subscriber buyer or lessee only and is not assignable or transferrable to subsequent subscriber buyers or lessees. This is the complete warranty for Cellular Subscriber Radiotelephone Products by MOTOROLA. MOTOROLA assumes no obligation or liability for additions or modifications to this warranty unless made in writing and signed by an officer of MOTOROLA. Unless made in separate written agreement between MOTOROLA and you, MOTOROLA does not warrant the installation, maintenance or service of the equipment, accessories, batteries or parts. Portable or DPC (Nickel Cadmium) batteries are warranted only if battery capacity falls below 80% of rated capacity, or the battery develops leakage. This warranty becomes void for all types of batteries if:

- the batteries are charged by other than MOTOROLA approved battery chargers specified for the charging of the battery,
- any of the seals on the battery are broken or show evidence of tampering,
- the battery is used in equipment or service other than the cellular telephone equipment for which it is specified.

MOTOROLA cannot be responsible in any way for any ancillary equipment not furnished by MOTOROLA which is attached to or used in connection with MOTOROLA's Cellular Subscriber Radiotelephone Products, or for operation of our equipment with any ancillary equipment and all such equipment is expressly excluded from this warranty. Furthermore, MOTOROLA cannot be responsible for any damage to MOTOROLA equipment resulting from the use of ancillary equipment not furnished by MOTOROLA for use with cellular subscriber equipment.

When the product is used in conjunction with ancillary or peripheral equipment not manufactured by MOTOROLA, MOTOROLA does not warrant the operation of the product/peripheral combination, and MOTOROLA will honor no warranty claim where the product is used in such a combination and it is determined by MOTOROLA that there is no fault with the MOTOROLA product. MOTOROLA specifically disclaims any responsibility for any damage caused in any way by the use of portable radiotelephone accessories and peripherals (specific examples include, but are not limited to: batteries, chargers, adapters, and power supplies) when such accessories and peripherals are not manufactured or supplied by MOTOROLA. MOTOROLA disclaims liability for range, coverage, availability, or operation of the Cellular System which is provided by the Carrier.

III. WHAT THIS WARRANTY DOES NOT COVER:

(a) Defects or damage resulting from use of the product in other than its normal and customary manner. (b) Defects or damage from misuse, accident or neglect. (c) Defects or damage from improper testing, operation, maintenance, installation, adjustment, or any alteration or modification of any kind. (d) Breakage or damage to antennas unless caused directly by defects in material or workmanship. (e) Products disassembled or repaired in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim. (f) Products which have had the serial number removed or made illegible. (g) Defects or damage due to spills of food or liquid. (h) Control Unit Coil Cords that are stretched or have the modular tab broken. (i) All plastic surfaces and all other externally exposed parts that are scratched or damaged due to customer normal use. (j) Leather briefcases (which are covered under separate manufacturers' warranties). (k) Products rented on a month-to-month basis. (l) The control unit keypad assembly, control unit displays, and control unit coil cords are not covered after the first year from installation.

IV. HOW TO GET WARRANTY SERVICE:

To receive warranty service, present your equipment to the facility described below, along with your bill of sale or comparable substitute proof of sale or lease bearing the date of installation, transceiver serial number, electronic serial number, and installation facility if applicable.

Warranty service is available by returning MOTOROLA branded Radiotelephone Products to a MOTOROLA Cellular Service Center authorized in writing by a MOTOROLA Area Service Manager to perform warranty work on MOTOROLA Cellular Subscriber Radiotelephone products. A Carrier or Distributor branded Radiotelephone Product may be returned to either (a) the specific cellular service shop qualified by MOTOROLA's Cellular Subscriber Services Department in writing and operated by or affiliated with the cellular distributor which the Distributor designates or (b) a MOTOROLA Authorized Cellular Service Center. In most cases the service shop which installed your Cellular Radiotelephone and accessories will provide warranty service. If you need additional information, contact the shop that installed your Radiotelephone, the customer service department of your cellular system operator, or MOTOROLA at the address at the bottom of this page.

In the case of vehicular installation, the vehicle in which the Radiotelephone Product is installed should be driven to the service shop, as analysis of any problem may require inspection of the entire vehicular installation. In the case of non-vehicular installation, the unit or accessories, together with any detachable parts such as antennas, battery packs, and chargers, must be delivered to a qualified MOTOROLA Cellular Service Center, or a MOTOROLA-qualified service shop, transportation and insurance prepaid. When sent or brought to the service center, the Radiotelephone Product must be accompanied by your name, address, and telephone number; name of cellular Carrier; and a description of the problem.

V. GENERAL PROVISIONS:

This warranty sets forth our responsibilities regarding this product. Repair, replacement or refund of the purchase price at MOTOROLA's option, is your exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. FURTHER, AS THE CELLULAR CARRIER IS NOT CONTROLLED BY MOTOROLA, NO WARRANTY IS MADE AS TO COVERAGE, AVAILABILITY OR GRADE OF SERVICE PROVIDED BY THE CELLULAR CARRIER. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE CELLULAR RADIOTELEPHONE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

VI. PATENT AND SOFTWARE PROVISIONS:

MOTOROLA will defend at its own expense, any suit brought against you to the extent that it is based on a claim that the Cellular Subscriber Radiotelephone Product parts infringe a United States patent, and MOTOROLA will pay those costs and damages finally awarded against you in any such suit which are attributable to any such claim, but such defense and payments are conditioned on the following: (i) that MOTOROLA will be notified promptly in writing by you of any notice of such claim; and (ii) that MOTOROLA will have sole control of the defense of such suit and all negotiations for its settlement or compromise; and (iii) should the Cellular Radiotelephone, accessory, battery or parts become, or in MOTOROLA's opinion be likely to become, the subject of a claim of infringement of a United States patent that you will permit MOTOROLA, at its option and expense, either to procure for you the right to continue using the Cellular Radiotelephone or parts or to replace or modify the same so that it becomes non-infringing or to grant you a credit for such Cellular Radiotelephone or parts as depreciated and accept its return. The depreciation will be an equal amount per year over the lifetime of the Cellular Subscriber Radiotelephone, accessories, battery or parts as established by MOTOROLA.

MOTOROLA will have no liability to you with respect to any claim of patent infringement which is based upon the combination of the Cellular Radiotelephone or parts furnished hereunder with software, apparatus or devices not furnished by MOTOROLA, nor will MOTOROLA have any liability for the use of ancillary equipment or software not furnished by MOTOROLA which is attached to or used in connection with the Cellular Radiotelephone. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents by the Cellular Radiotelephone, accessories, batteries or any parts thereof.

Laws in the United States and other countries preserve for MOTOROLA certain exclusive rights for copyrighted MOTOROLA software such as the exclusive rights to reproduce in copies and distribute copies of such MOTOROLA software. MOTOROLA software may be copied into, used in and redistributed with only the Cellular Subscriber Radiotelephone Product associated with such MOTOROLA software. No other use, including without limitation disassembly, of such MOTOROLA software or exercise of exclusive rights in such MOTOROLA software is permitted.

VII. STATE LAW RIGHTS:

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

MOTOROLA INC., Cellular Subscriber Services Department
1465 W. Shure Drive, Arlington Heights, IL 60004

68P81121E44-E
1/28/91 - CS